

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
MCALLEN DIVISION**

LANDSTAR RANGER, INC.

Plaintiff,

V.

MDZ LOGISTICS, LLC

Defendant.

Case No. 7:23-cv-00228

COMPLAINT

COMES NOW Landstar Ranger, Inc. (hereinafter referred to as “Landstar”), by and through Counsel, and for its Complaint against Defendant MDZ Logistics, LLC (“hereinafter referred to as “MDZ”) states as follows:

Parties

1. Landstar Ranger, Inc. is a Delaware corporation whose principal place of business is 13410 Sutton Park Drive South, Jacksonville, Florida 32224.
2. Landstar is engaged in the arranging for and performance of interstate carriage for hire by authority issued to it by the Federal Motor Carrier Safety Administration (FMCSA).
3. Defendant MDZ is a Texas limited liability company whose principal place of business is 112 Los Ebanos St., San Juan, Texas 78589.
4. Defendant MDZ's agent for service of process is Joseph Alexander Mendez whose address is 112 Los Ebanos St., San Juan, Texas 78589.

5. Joseph Mendez is the sole and managing member of MDZ who resides at 112 Los Ebanos St., San Juan, Texas 78589.

Jurisdiction and Venue

6. This Court has subject matter jurisdiction over the instant action pursuant to 28 U.S.C. 1332 and 28 U.S.C. 1337.
7. This matter exceeds \$75,000 in controversy, exclusive of interest and costs.
8. Pursuant to 28 U.S.C. 1391(b) venue is proper in this district and division in that Defendant resides in San Juan, Texas.
9. This Court has personal jurisdiction over Defendant in that Defendant arranged for and ultimately contracted with Landstar to transport shipments in interstate commerce from San Juan, Texas.

COUNT ONE

Breach of Transportation Contracts

10. Between November 2022 and January 2023, MDZ arranged for the tendering of 29 shipments to Landstar. See Appendix A, Invoice Summary.
11. Landstar was the transportation entity of record on each of the shipping documents and performed the services herein. See Appendix A, underlying invoices and bill of lading contracts.
12. Landstar transported each of the shipments from point of origin and delivering same to various destination points. See Appendix A.
13. On each of the shipments, MDZ received the economic benefit of Landstar's transportation services and therefore is liable for Landstar's freight charges.

14. Landstar, on each of the shipments, invoiced Defendant MDZ at their San Juan, Texas office in the total amount of \$120,931.
15. Defendant MDZ accepted each of the invoices and underlying paperwork without objection or protest.
16. Despite due demand, MDZ has failed to make payment to Landstar.
17. Landstar presented each of the invoices at issue to MDZ for payment more than 30 days before the filing of this action. Landstar has been required to retain its attorneys to prosecute this action to recover sums owed on the contracts with MDZ. Pursuant to Chapter 38, Texas Civil Practices and Remedies Code, Landstar requests the Court to award Landstar its reasonable and necessary attorney's fees and expenses incurred in prosecuting this action.

WHEREFORE, Plaintiff Landstar Ranger, Inc. prays for Judgment as follows:

- (1) That Judgment be entered against Defendant MDZ Logistics, LLC and that Landstar be awarded \$120,931 for otherwise identified and unpaid freight charges; and
- (2) That Landstar be awarded its attorney's fees; and
- (3) For such other and further relief as this Court may deem just and proper.

Respectfully submitted,

By: /s/ Vic Houston Henry
Vic Houston Henry
TBA No. 09484250
S.D. Tex. No. 29378
Emileigh Hubbard
TBA No. 24076717
S.D. Tex. No. 2850235

**HENRY ODDO AUSTIN & FLETCHER,
A Professional Corporation**

1717 Main Street, Suite 4600
Dallas, Texas 75201
Tel: (214) 658-1900
Fax: (214) 658-1919
vhenry@hoaf.com
ehubbard@hoaf.com

John T. Husk, Esq.
Law Office of Seaton & Husk, LP
2240 Gallows Road
Vienna, VA 22182
Tel: 703-573-0700
Fax: 703-573-9786
johnhusk@aol.com
jeffcox@transportationlaw.net

Counsel for Plaintiff Landstar Ranger, Inc.